

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-606

Agenda No. 10-W

Approved: JUL 19 2017

TITLE:



## A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIRE ASSOCIATION OF THE JERSEY CITY LOCAL 1064, I.A.F.F., AFL-CIO, CLC

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2017 through December 31, 2020; and

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Fire Officers Association of Jersey City Local 1064, I.A.F.F., AFL-CIO, CLC, is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

JTW  
7/11/2017

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY UNIFORMED FIRE OFFICERS ASSOCIATION, I.A.F.F. LOCAL 1064, AFL-CIO, CLC.**

**Initiator**

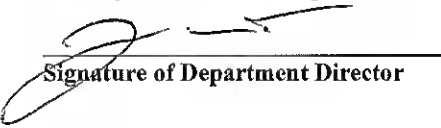
Department/Division	Law Department	Labor & Employment
Name/Title	Jason Watson	First Assistant Corporation Counsel
Phone/email	201-547-4701	jwatson@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The Collective Bargaining Agreement between the City of Jersey City Uniformed Fire Officers Association of Jersey City, I.A.F.F., Local 1064, AFL-CIO, CLC ("Local 1064") expired on December 31, 2016. After bargaining sessions, the City of Jersey City and Local 1064 have entered into a temporary agreement, which terms are enunciated in the attached Memorandum of Agreement ("MOA"). This resolution will authorize the Mayor or Business Administrator to sign a formal labor contract on behalf of the City of Jersey City, the term of which shall be January 1, 2017 through December 31, 2020.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

7.11.17  
Date

MEMORANDUM OF AGREEMENT

CITY OF JERSEY CITY/IAFF LOCAL 1064

WHEREAS, the City of Jersey City and IAFF Local 1064 are parties to a collective negotiations agreement which expired; and

WHEREAS, the parties negotiated in good faith;

IT IS HEREBY AGREED AS FOLLOWS:

Any language in the contract which expired December 31, 2016 which is not changed by this Memorandum of Agreement shall continue.

1. Both negotiating teams agree to recommend ratification by their respective constituency.

2. Article 1 Union Recognition - amend by deleting "Chief and Chief of Fire Prevention".

3. Article 2 Maintenance and Modification of Work Rules. The parties agree to a limited past practice clause, to wit: Past practice may be used by either party for the purposes of interpreting the language of this contract. Past practice shall not be used for the establishment of a term and condition of employment not based upon contractual language.

3. Article 2. Msintenance and Modification of Work Rules. Paragraph D delete. New Paragraph D: "There shall be no surreptitious recordings of any City employee."

4. Article 2. Maintenance and Modification of Work Rules. Paragraph E. "The parties shall agree and implement a Social Media Policy."

5. Article 2. Maintenance and Modification of Work Rules. Paragraph F. "The practice or providing compensatory days for members serving in the Hazmat Unit is eliminated."

6. Article 4 Leaves of Absence - Add as a new paragraph: "G. In the event that Fire Officers take family leave under the Federal or State law, the Fire Officers shall have the option to use or not use his/her accumulated paid time off."

7. Article 4 Leaves of Absence - Add as a new paragraph: "H. Any Fire Officer on a leave of absence without pay may continue his/her health benefits in accordance with COBRA."

8. Article 9 Work Week - Replace "All other Fire Officers (Detail Personnel) with Staff Fire Officer.

9. Article 9 Work Week - Delete 72 hour notice; requirement that work schedule lasts 8 weeks.

10. Article 9 Work Week - Clarify that line Fire Officers get overtime before Staff Fire Officers for line Fire Officers work.

11. Article 10 Vacations - Vacation shall be drawn by seniority.

12. Article 10 Vacations - Change vacation blocks from 10 blocks of 4 to 20 blocks of 2 in first period, 5 blocks of 4 to 10 blocks of 2 in second period and 6 blocks of 4 to 12 blocks of 2 in third period.

13. Article 10 Vacations - Staff Fire Officers shall receive the same number of vacation hours as line Fire Officers.

14. Article 10 Vacations - If military leave and vacation coincide, the vacation will be rescheduled.

15. Article 10 Vacations - Upon retirement, Fire Officers shall only be paid for a maximum of 2 years vacation.

16. Article 10 Vacations - Reduce conversion to 2 summer days. Delete 2 terminal days. Delete conversion of 2 spring days.

17. Article 10 Vacations - Include right to surrender 50% of vacation for cash (effective 1/1/18).

18. Article 11 Insurance and Benefits - Change:

A. Hospital language to reflect current plan.

B. Out of network - 70% of fair health rate.

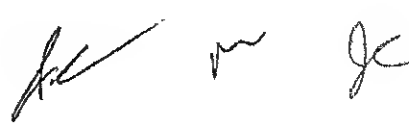
C. Prescription Co-pays

(i) Generic \$5

Preferred Brand \$25

Non-Preferred Brand \$35

Mail Order stays at 2x the amount of a 30 day retail supply



(ii) The three-tier system shall include the National Preferred Formulary and does not cover compound medication unless, upon appeal exercised by the fire officer, it is determined that the compound prescription is medically necessary and there is no other alternative prescription. Human growth hormone (HGH) or similar drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing are excluded from coverage, unless upon appeal exercised by the firefighter, it is determined that to be medically necessary and no alternative prescription is available.

(iii) Quantity management to be implemented

(iv) Mandatory Generic prior to the implementation of mandatory generic the City will provide each Fire Officer with a list of currently taken brand name drugs that will be subject to mandatory generic. A procedure will be established for those who wish to continue with brand versus generic drugs. Mandatory generic shall be effective 10/1/17, permitting members time to review and submit medical documentation of the medical necessity for other than a generic drug.

d. The City and the Local shall meet to discuss any and all health insurance issues.

e. Emergency Room co-pay - \$100; doctor visit co-pay - \$20; out-of-network deductible - \$250 for individual and \$500 for family.

f. Eliminate Paragraph E. as duplicative of 12.A. and B.

#### 19. Article 11 - Retirees Benefits

A. Retirees and those Fire Officers with 20 years of service as of June 28, 2011 shall not contribute to the cost of retiree health benefits.

B. Fire Officers with 20 years of credit as of December 31, 2014 shall only contribute 1.5% of their annual pension.

C. Future retirees who do not meet the criteria of paragraphs A and B above shall contribute to the cost of retiree health insurance pursuant to Chapter 78.

D. If an active Fire Officer dies who had 25 years of service, the dependents shall receive retiree health benefits.



E. In the event that an active Fire Officer dies with less than 25 years of service, the dependents of the Fire Officer shall receive health benefits for 1 year.

20. Article 11 Uniforms

Change to provide 2 sets of protective equipment. Add gear bag and bell cap. Bell caps shall be purchased for newly promoted Captains with the City bearing the cost. Bell caps shall be considered part of the work station uniform.

21. Article 11 Use of personal vehicles

City will provide liability coverage if a Fire Officer is required to use their personal vehicle.

22. Article 11 Legal Advice -Firefighters will be provided with a defense consistent with N.J.S.A. 40A:14-28. The City will pay any civil judgment against the firefighter for compensatory damages only so long as the acts committed by the firefighter upon which the action is based were within the scope of his/her employment and do not constitute actual fraud, malice, willful misconduct or an intentional wrong.

23. Article 12 Injury and Sick Leave

A. In calculating the 1 year of paid leave while injured, the City shall not include the period of time that the Fire Officer is on light duty.

B. A Fire Officer will be dispatched to coordinate in the event of injuries to Firefighters or Fire Officers.

C. If a Fire Officer is on sick leave during a scheduled vacation, the vacation will not be rescheduled.

D. Change paragraph E from 6 months to 3 months.

E. Modify paragraph D: "In accordance with procedures established by General Order 2107-\_\_\_\_, the City reserves the right to amend this General Order, Local 1064 reserves the right to grieve if the changes are to terms and conditions of employment."

24. Article 14 - Mutual Exchange of Tours of Duty

A. Fire Officers can do a mutual for ten, fourteen or twenty-four hours.

B. There shall be no limit on the number of mutuals.

A handwritten signature in dark ink, appearing to be "John M. R.", is located at the bottom center of the page.

25. Article 17 - Funeral Leave

A. A Fire Officer may delay the start of bereavement leave due to the delay in burial services.

B. Add stepchildren, stepparents, stepbrother and stepsister.

26. Article 20 - Holidays

Staff Fire Officers shall earn 4 hours of compensatory time for each month worked in a staff position to be utilized to take time off with pay on the 7 listed holidays.

27. Article 20 - Comp Time

A Fire Officer who is working the 10 hour day tour may request the 14 hour night tour off which will be granted if a slot is available.

Compensatory time will be granted to 1 Deputy Chief, 1 Battalion Chief and 3 Captains by tour. On the following holidays, the number of Captains on compensatory time shall increase to 6. Delete current contract language regarding use of compensatory time during summer vacation. Thanksgiving Day and Night, Easter Day and Night, Christmas Eve, Christmas Day and Night, New Year's Eve, New Year's Day and Night, Labor Day Weekend(Sat/Sun) and Memorial Day Weekend(Sat/Sun).

28. Article 21 - Salaries

The following increases shall be to the top step only.

Effective June 1, 2017 1.5%

Effective January 1, 2018 1.5%

Effective January 1, 2019 1.5%

Effective January 1, 2020 1.95%.

29. Article 21 - Longevity

All Fire Officers who are hired as firefighters after January 1, 2017, shall receive the following longevity.

Three handwritten signatures in black ink are located at the bottom of the page. The first signature is a cursive 'J' followed by a horizontal line. The second is a stylized 'N' with a horizontal line. The third is a cursive 'K'.

10 years \$1,000

15 years \$2,000

20 years \$3,000

25 years \$4,000

30. Article 21 - Hazmat Pay

Any Fire Officer assigned as a Captain of a Hazmat unit shall receive a stipend of \$2,000 payable in November of each year. The Hazmat Coordinator shall also be entitled to the above mentioned stipend.

31. Article 24 - Grievance Procedure

Only the City or Local 1064 can demand arbitration.

32. Article 26 - Terminal Leave

The Fire Officer shall receive a mandatory cash payment upon approval by PFRS of the retirement application of the Fire Officer. All Fire Officers shall receive mandatory cash payment for all unused compensatory time and all unused vacation time when that Fire Officer stops working for the Fire Department.

33. Article 30 - Discipline and Discharge

a. Change "Director of Fire" to "Director of Public Safety" throughout Article.

b. Modify paragraph G.2. to state that Formal hearings will be conducted when the penalty sought in the charges preferred against the fire officer is major discipline, and Informal hearings will be conducted when the penalty sought in the charges preferred against the fire officer is minor discipline, consistent with how major and minor discipline are defined by the Civil Service Commission.

c. Modify paragraph G.5. to state that the written reprimand must be served on the officer within 14 days of the Director receiving notice of the occurrence.

34. Article 31 - City Property

The City shall supply snow blowers, industrial grade ice machine and pressure washer.

Two handwritten signatures are present at the bottom of the page. The signature on the left is a stylized, cursive 'K' or 'R'. The signature on the right is a cursive 'N' followed by a 'J'.



35. Article 33 - Acting Appointments

Revise existing language to reflect practice when filling Acting Battalion Chief and Acting Deputy Chief.

Acting Captain matrix shall be OT/AC/OT/AC/OT/AC/OT/AC

36. Article 35 - Emergency Medical Services

If the City decides to provide basic life support or related transportation for the duration of the fire, the City shall immediately notify the Union of its intent and negotiate the terms and conditions of such added responsibility of Fire Officers.

37. Article 37 - Contract Agreements

The contract will be for the period of January 1, 2017 through December 31, 2020. Upon the expiration of the contract, salary guide steps and longevity steps shall not be paid until a new contract is negotiated.

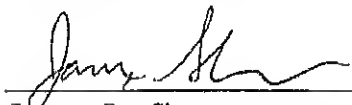
38. Article 41 - Specialty Licenses and Certifications

CBRNE vessel licenses and costs associated with maintaining said licenses will be paid for by the City.

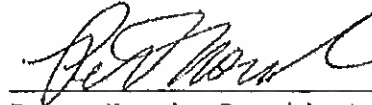
Emergency Medical Technician certification and recertification costs will be paid for by the City.

CITY OF JERSEY CITY

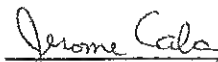
LOCAL 1064



James R. Shea  
Director of Public Safety



Peter Nowak, President Local



Jerome A. Cala  
Asst. Director of Public Safety

Dated:

Dated: 6/27/17